सत्यमेव जयते

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Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA85573307638890R
Certificate Issued Date	:	31-Aug-2019 04:03 PM
Account Reference	:	NONACC (BK)/ kakscub08/ GANGANAGAR1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSCUB0894494393254371R
Purchased by	:	SHIVA KUMAR B S
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION
Second Party	:	SHIVA KUMAR B S
Stamp Duty Paid By	:	SHIVA KUMAR B S
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Authorised Signatory
THE HOTEL INDUSTRIALISTS CO-OP. BANK LTD
Ganganagar Branch, Bangalore-560 032

SHIVA KUMAR B S
IN-KA85573307638890R
RS. 200
31-AUG-2019 04:03 PM

Please write or type below this line

AGREEMENT

Agreement No. 89 **/19-20**

This agreement made on this 17th day of Sep 2019 Between the **Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92,** on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **Sri. Shivakumar B S, #69/1,1st Main Road Ex Service Man Colony R T Nagar Bangalore-32** (hereinafter called "the Contractor") of the other part.

Shivakumar B S

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Construction of Temporary Immersion Tank for Lord Ganesh in Ward No. 06 Thanisandra Byatarayanapura Sub Division..**for WORK CODE: 006-19-000053 Indent No. 37091 of Tender Notification No. EE/BTP/BBMP/E-PMT/11/2019-20, Date: 11.07.2019 The above work was Administratively Approved by the Chief Engineer vide No. BBMP/CE/YNK/PR/13/19-20 Dt:06.07.2019 & Technically Sanctioned by the Executive Engineer vide No. BBMP/CE/YNK/PR/23/19-20 Dt:06.07.2019 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract price **Rs. 6,95,617.20 (Rupees Six Lakhs Ninety Five Thousand Six hundred Seventeen Paisa Twenty only)** Which works out -13.43% Below the Tender cost. The contractor has paid performance security 5% FSD Amount 5% FSD Amount Rs. 34781/- paid through DD vide No. 434523, Date: 09.09.2019 State Bank of India, Rabindranath Tagore Branch and Difference amount Rs. 107923/- paid through DD vide No. 434522, Dt:09.09.2019 State Bank of India, Rabindranath Tagore Branch.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. The Income Tax at the rate of 1%, KST at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor from every running bill / final bills of the contractor
6. Sub-Letting of work is prohibited.
7. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
8. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
9. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender as per e-proc Portal.
   - iv) Contract Data as per e-proc Portal.;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor Shivakumar N 9

In the presence of :

Binding Signature of Employer:

9/09

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

9/09